

10-08-2002



Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Genmar Industries, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 9/30/02

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as Agent

Internal

Address: _____

Street Address: 201 High Ridge Road

City: Stamford State: CT Zip: 06927-5100

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

See Continuation of Item 4 attached hereto.

B. Trademark Registration No.(s) See Continuation

of Item 4 attached hereto.

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins

Suite 5800, Sears Tower

Street Address: 233 S. Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: _____

78

7. Total fee (37 CFR 3.41).....\$ 1965.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Linda R. Kastner

Name of Person Signing

Signature

10/7/02

Date

10/08/2002 DBYRNE 00000170 928157

01 FC:481
02 FC:48240.00 OP
1925.00 OP

Total number of pages including cover sheet, attachments, and document: 9

All documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 2588 FRAME: 0364

CONTINUATION OF ITEM 4

REG. NO.

928157
2316988
2540921
2540874
2434376
2143874
2437608
2439596
1272625
2339139
2444860
1275050
2345916
2243659
1010411
2453723
2352025
2455900
2353749
1119603
1694230
2464480
2591958
2591967
2468199
873339
2600430
1499629
683569
1654277
1654857
2482476

REG. NO.

2381807
813850
1455173
1711506
2485590
2485882
2094010
1613028
1457554
2490827
899094
1170084
2281327
2494447
2496898
837819
2399001
1303599
1623539
2407701
2513939
1109303
656024
1128239
2523046
883209

CONTINUATION OF ITEM 4

APP. NO.

76/192700
75/438815
76/410125
76/410126
78/135848
78/135850
78/139152
78/139148
75/620454
75/890787
75/520360
75/506172
75/506182
75/749300
75/812243
75/749558
76/269795
78/154110
78/154107
76/338256

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2002, by GENMAR INDUSTRIES, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CORPORATION, a Delaware Corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrowers and guaranteed by Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GENMAR INDUSTRIES, INC.

By: Mark Peters
Name: MARK PETERS
Title: VICE PRESIDENT

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: Glenn Campbell
Name: GLENN CAMPBELL
Title: DULY AUTHORIZED SIGNATORY

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
GUIDE TESTED	928157	02/01/1972
TRIUMPH & DESIGN	2316988	02/08/2000
TRIUMPH	2540921	02/19/2002
A STORY IN EVERY RIDE	2540874	02/19/2002
THE WORLD'S TOUGHEST BOATS	2434376	03/06/2001
CATCH OF THE YEAR	2143874	03/17/1998
ROPLENE	2437608	03/20/2001
INTERGRATED TROLLING SYSTEM	2439596	03/27/2001
W	1272625	04/03/1984
AVS	2339139	04/04/2000
IFS	2444860	04/17/2001
WELLCRAFT	1275050	04/24/1984
LION DESIGN	2345916	04/25/2000
CSX	2243659	05/04/1999
GLASTRON CARLSON	1010411	05/13/1975
MISCELLANEOUS DESIGN	2453723	05/22/2001
THE LEADER BY INNOVATION	2352025	05/23/2000
SCS	2455900	05/29/2001
LOGIC	2353749	05/30/2000
SSV	1119603	06/05/1979
EXCALIBUR	1694230	06/16/1992
TOURNAMENT CAT	2464480	06/26/2001
INTERGRATED FISHING SYSTEM	2591958	07/09/2002
STEP LIFT V II & DESIGN	2591967	07/09/2002
SCS & DESIGN	2468199	07/10/2001
AQUASPORT	873339	07/22/1969
WELLCRAFT FIRSTMATE AND DESIGN	2600430	07/30/2002
W DESIGN	1499629	08/09/1988
LARSON	683569	08/18/1959
G (STYLIZED)	1654277	08/20/1991
L LARSON & DESIGN	1654857	08/27/1991
RIOT	2482476	08/28/2001

ITS	2381807	08/29/2000
KINGFISHER	813850	08/30/1966
GENMAR	1455173	09/01/1987
GLASTRON	1711506	09/01/1992
ITS INTEGRATED TROLLING SYSTEM	2485590	09/04/2001
NOVA (STYLIZED)	2485882	09/04/2001
WORLD CLASS PERFORMANCE	2094010	09/09/1997
GLASTRON	1613028	09/11/1990
WELLCRAFT	1457554	09/15/1987
WELLCRAFT	2490827	09/18/2001
LUND	899094	09/22/1970
SPEAR & DESIGN	1170084	09/22/1981
TYEE	2281327	09/28/1999
AQUASPORT (IN BLOCK LETTER FOR	2494447	10/02/2001
LUND	2496898	10/09/2001
GUIDE TESTED AND DESIGN	837819	10/31/1967
LUND	2399001	10/31/2000
NOVA	1303599	11/06/1984
TRIUMPH	1623539	11/20/1990
LUND (STYLIZED)	2407701	11/28/2000
MISCELLANEOUS DESIGN	2513939	12/04/2001
GLASTRON	1109303	12/19/1978
GLASTRON	656024	12/24/1957
CARLSON	1128239	12/25/1979
STEP LIFT V II	2523046	12/25/2001
WELLCRAFT (STYLIZED)	883209	12/30/1969

TRADEMARK APPLICATIONS

MARK

APP. NO.

APP. DATE

THE TECHNOLOGY LEADER IN THE MARINE INDUSTRY	76/192700	01/11/2001
YACHTSCAPE	75/438815	02/23/1998
GENMAR FIRSTMATE	76/410125	05/21/2002
FIRSTMATE	76/410126	05/21/2002
FISHMATE	78/135848	06/14/2002

FIRSTMATE+	78/135850	06/14/2002
GENMAR FIRSTMATE (AND DESIGN)	78/139152	06/26/2002
LIGHTHOUSE DESIGN	78/139148	06/26/2002
ULTRAJON	75/620454	01/13/1999
GLASSPAR	75/890787	01/07/2000
IPS	75/520360	07/16/1998
INTEGRATED POWER STRAKE	75/506172	06/24/1998
IPS INTEGRATED POWER STRAKE and Design	75/506182	06/24/1998
WELLCRAFT	75/749300	07/13/1999
WINDSOR CRAFT	75/812243	09/30/1999
GLASTRON	75/749558	07/13/1999
BUILT FOR LIFE	76/269795	06/11/2001
THE ESSENTIAL DIFFERENCE FOR CAREFREE BOATING	78/154110	8/14/2002
SERVICE. INFORMATION. SECURITY	78/154107	8/14/2002
ROPLENE TECHNOLOGY & DESIGN	76/338256	11/15/2001

TRADEMARK LICENSE AGREEMENTS

License and Consulting Agreement with Option to Purchase between GENMAR INDUSTRIES, INC., TEAM SCARAB, INC. and LARRY SMITH dated July 1, 1999.

Trademark License and Royalty Agreement between GENMAR INDUSTRIES, INC., ALTERSCALE, and CREATIVE MASTER SPECIAL HOLDINGS, LTD. dated August 28, 2000.